

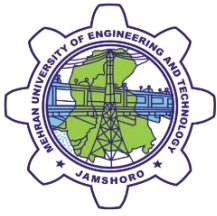
**MEHRAN UNIVERSITY
OF
ENGINEERING & TECHNOLOGY, JAMSHORO**

ISO – 9001:2015 CERTIFIED



**REQUEST FOR PROPOSAL
FOR
LEASING / MANAGEMENT CONTRACT OF
THE RO PLANT FOR THE
PRODUCTION, SALES AND MARKETING OF
SAFE DRINKING WATER (AAB-E-MEHRAN)
AT MUET, JAMSHORO**

**Office of the
Deputy Director (Procurement),
MUET, Jamshoro – Sindh.**



MEHRAN UNIVERSITY OF ENGINEERING & TECHNOLOGY,

JAMSHORO - 76062, SINDH, PAKISTAN

Phone / Fax No. +92 22 2771403

Email: nadeem.soomro@admin.mueta.edu.pk

**ISO 2001:2008
CERTIFIED**

**DEPUTY DIRECTOR
(Procurement)**

No. & Dated: DD(Proc.)/MUET/JAM/-152, 17-11-2021

REQUEST FOR PROPOSAL

Leasing / Management Contract of the RO Plant for the Production, Sales and Marketing of Safe Drinking Water (Aab-e-Mehran), at MUET, Jamshoro

Request for Proposal is invited by Mehran University of Engineering and Technology, Jamshoro for Leasing / Management Contract of the RO Plant for the Production, Sales and Marketing of Safe Drinking Water (Aab-e-Mehran), as defined in the Sindh Public Procurement (SPP) Rules 2010 (Amended 2019), Govt. of Sindh.

1. The Companies / Firms shall be required to submit a bid comprises of a single package containing two (02) separate envelopes. Each envelope shall contain separately the 'Financial Proposal' and the 'Technical Proposal'.
2. The Financial Proposals shall be opened of those Companies / Firms whose technical proposal is considered and approved.
3. The Selection of Companies / Firms shall be made as per Evaluation Criteria as mentioned in the document of Request for Proposal.
4. The Companies / Firms shall be required to provide also following documents at the time of Bid submission.
 - (a) National Tax Number of the company / firm.
 - (b) Audited Statements of Accounts and Annual Turnover for the current financial year.
 - (c) Details of similar assignments completed in any well reputable organization.
 - (d) A certificate / affidavit that the firm has not been blacklisted or debarred by any Government/ Autonomous / International Body.
5. Interesting Companies / Firms may obtain the Request For Proposal (RFP) document on the payment of document fee amounting to Rs. 5,000.00 in shape of Demand Draft / Pay Order (Non-refundable) before the last date of submission of RFP, which has been fixed as 14-12-2021. The incomplete Request For Proposal (RFP) or received after due date i.e. 14-12-2021 will not be considered.

The RFP documents can be had from concerned office or can be downloaded from SPPRA website i.e. <https://ppms.pprasinah.gov.pk/PPMS/> and University website www.mueta.edu.pk/tenders-notices on the payment noted above (non-refundable) on any working day except the day of opening of tenders from **23-11-2021 to 13-12-2021 and will be submitted on 14-12-2021 upto 11.00 A.M and same will be opened on the same day @ 11.30 A.M** in the office of the Deputy Director (Procurement) in presence of the representatives, who so ever will be present at that time.

The Procuring Agency reserves the right to reject any or all RFPs / bids subject to relevant provisions of SPP Rule, 2010 (amended 2019) and may cancel the bidding process at any time prior to the acceptance of a RFP / bid or proposal under Rule-25" of said Rules.

Sd/-

Deputy Director (Procurement),

Mehran University of Engg. & Tech. Jamshoro,

Phone No. 022-2109010 Fax: 022-2771403

Email: nadeem.soomro@admin.mueta.edu.pk

REQUEST FOR PROPOSAL

Guideline for Request for Proposal (RFP) Preparation and Submission including Technical Aspects of RO Plant at MUET, Jamshoro

1. Introduction

Ensuring provision of safe drinking water to population remains a top priority for the Federal and Provincial governments for several reasons, but most importantly because access to safe drinking water is a human right and prerequisite for achieving sustainable growth and development. Meeting the SDG 6.1 target of *providing safe drinking water to all population by 2030* will be a huge challenge for the public water utilities. But, at the same time, this challenge offers an opportunity for the private sector to invest in bottled water industry which is steadily growing but meeting only a fraction of the total drinking water demand.

The available evidence suggests that the bottled water is a rapidly growing segment of the beverages sector in Pakistan. The market is still very young but growing rapidly due to growth in urban population and increased demand for safe drinking water. Against this background, the US-Pakistan Center for Advanced Studies in Water (US-PCASW—herein after referred as Center) at Mehran University of Engineering and Technology, Jamshoro, has installed a modern RO plant for supplying safe drinking water (under the brand name of *Aab-e-Mehran*) to population in and around Hyderabad-Jamshoro areas.

2. RO Plant, Water Treatment Process and Other Facilities

The Center has already procured and installed a water treatment plant with a treatment capacity of 20,000 gallons per day, together with the following equipment.

- Multimedia Sand Filter
- Activated Carbon Filter
- Micron-Cartridge Filter Housing
- High-Pressure Reverse Osmosis (RO) Membranes Feed Pumps
- RO Membrane Elements
- Chemical and Mineral Dosing Pumps
- Feed and Produced Water Tanks
- Ozone Generator and Ozone Contact Tank
- UV Sterilizers
- Automatic Bottle filling Equipment of 0.33 Liter Bottle, 0.5 Liter Bottle, 1 Liter Bottle, 1.5 Liter Bottle, 5 Liter Bottle and 19 Liter Bottle

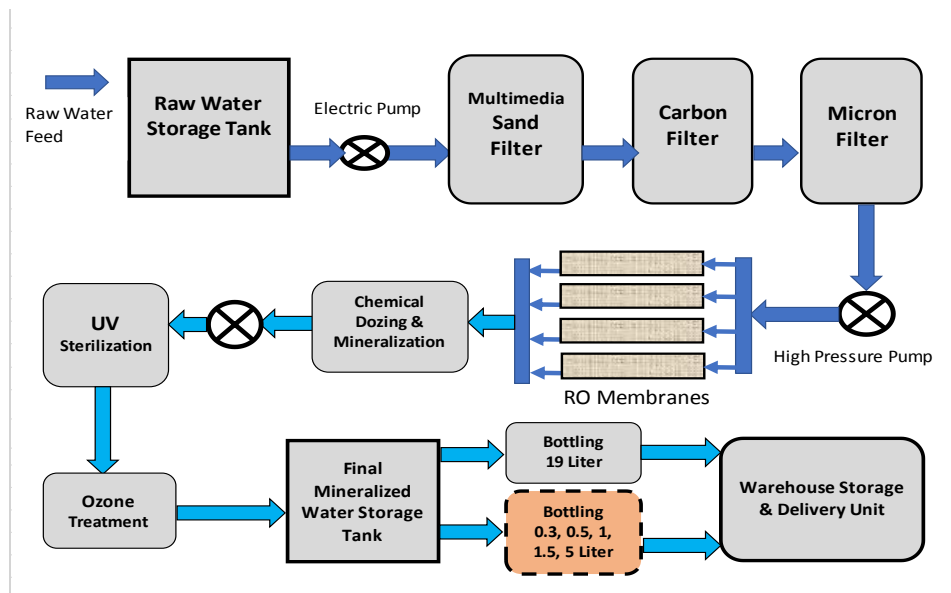
The project will follow a Reverse Osmosis (RO) membrane-based water treatment process. A schematic presentation of this process is presented in Exhibit 1 below. The process will consist of the following steps.

- Step 1: Suspended solids and organic matter are removed by pumping the raw water through multimedia sand filter, activated carbon filter and micron filter.

- Step 2: Salinity and dissolved solids are removed by pushing the water at high pressure through RO membranes.
- Step 3: Controlled chemical dosing with required minerals is applied for addition of minerals.
- Step 4: Bacteria or pathogens are removed/killed by disinfecting using UV and Ozone treatment.
- Step 5: The produced mineralized water is stored in a tank, and bottles will be filled by using automatic bottle filling plant

The automatic and controlled filling machine is integrated with the RO treatment facility for automatic filling and capping of bottles of only 19 liters. A provision has been made for expanding plant's capacity to supply drinking water in bottles of different sizes ranging from 0.33 to 19 liters.

Exhibit 1: Schematic presentation of Reverse Osmosis Process



Other facilities and infrastructure existing at the plant site include the following.

- One underground water storage tank of capacity of 30,000 gallons, and two tanks of 1000 gallons' capacity of each; one for the feed water storage and other for clear water/treated water storage
- A 4" \varnothing pipeline connecting the underground storage tanks to MUET water supply system
- Plant building--where the RO plant is installed (covered area including warehouse: 12,000 sq. feet)
- A newly renovated office building (covered area: 2000 sq. Feet)
- Availability of raw water (surface water), electricity, gas and other similar facilities
- A parking lot (area: 5,000 sq. Feet)
- University security services
- Laboratory facility

3. Call for Proposals

The Center would like to engage the services of an experienced company/firm (herein after referred as Management Contractor--MC) to manage all operations of the RO plant, but more specifically the following:

- (i) regular O&M of the RO plant,
- (ii) procurement of 19 liters water bottles with brand name and labels as prescribed by the Center,
- (iii) production and bottling of water as per quality standards defined by the Center, and
- (iv) marketing / sale of 0.33 Liter Bottle, 0.5 Liter Bottle, 1 Liter Bottle, 1.5 Liter Bottle, 5 Liter Bottle and 19 Liter Bottle (under the brand name of *Aab-e-Mehran*) through a well-established network of distributors and retailers. Other auxiliary functions may include developing and implementing an effective marketing strategy, procuring necessary goods and services, and managing quality control as per standards and processes defined by the Center etc. The management contract will be for a period of three years, but to be renewed each year based on meeting the performance criteria as mutually agreed by both parties and reflected in the contract agreement.

4. Eligibility Criteria

Companies meeting the following criteria are invited to submit their proposals.

- Registration with Income Tax and Sales Tax authorities (whichever is applicable).
- Must have five years of experience in providing services similar to those called for in the RFP.
- Having annual business turnover of Rs 50 lacs.
- Solid financial capacity of the firm.

5. Responsibilities of Parties

The MC will be responsible for managing all operations ranging from production to sale of safe drinking water to consumers. This will entail the following, among other things:

- Making operational decisions necessary for smooth running of the business
- Regular O&M of the plant
- Market study and analysis
- Procurement of goods and services, including dispensable water bottles and water treatment chemicals
- Recruitment and placement of staff
- Maintenance of offices and facilities
- Design and implementation of sales promotion campaign
- Logistical arrangements to support different distribution channels
- Purchasing of raw water and other services from the Center on actual-cost basis
- Water quality management (see section 6 below)

The Center will be responsible for the following.

- Setting water quality standards and guidelines (see section 6 below)
- Monitoring water quality throughout the production and distribution chain & Analysis of cost will be borne by the MC.
- Provision of raw water and other utilities to company on actual-cost basis
- Provide all manuals, spare parts list, data books, drawings and other documentation received from the Plant's manufacturer, including technical specification of other on-site facilities

All email or telephonic enquiries to seek further clarification on technical aspects of the RO plant and other on-site facilities can be directed to Prof. Dr. Rasool Bux Mahar, the Director, USPCAS-W, (Cell: 0334-2610651, email: dd.uspcasw@admin.muet.edu.pk), or Dr. Tanveer Ahmed (Cell: 0333-2738613, email: tanveer.uspcasw@admin.muet.edu.pk).

6. Water Quality Management

The MC will ensure the supply of safe drinking water as per water quality standards defined by the Pakistan Environment Agency in 2008, and other guidelines as communicated to MC by the Center in writing. If new standards are issued by the government agency during the course of this project, the MC will need to comply with those. Following water quality tests are mandatory, but a comprehensive water testing process and parameters and schedule as well as format for submission of results will be explained in the contract agreement.

- Test 1: Detailed analysis as per the requirements of NSDWQ 2008. Frequency: Each month after commissioning of the system.
- Test 2: Analysis of minerals as per guidelines established by the Center. Frequency: Twice a month.
- Test 3: Routine test (E-coli, TDS). Frequency: Daily.

7. Preparation of Proposals

The eligible companies should submit their proposals consisting of the following documentation in the order mentioned below. We recognize that some of the elements mentioned below may be subject to revision or course correction during the implementation phase, but their presentation will help in assessing company's approach and competencies towards managing a successful business.

- *Section 1. Profile of the Company:* Provide an over view of your company, its history, description of services, client portfolio--especially those relevant to the services requested in this RFP, core team details, certifications, and financial strength etc. The following supporting documentation is required:
 - (i) NTN / Income Tax Certificate,
 - (ii) Professional Tax Certificate,

- (iii) GST Registration Certificate (if applicable),
 - (iv) Evidence for 5 years of working experience in providing similar services, and
 - (v) Earnest money of Rs. 100,000.00 to be submitted in the form of a pay order drawn in favor of the Deputy Director (Procurement) this amount will be returned back to unsuccessful bidders within four weeks of the opening of the tenders.
- *Section 2. Plan for Management and O&M of the plant:* Provide a plan describing how the overall operations will be sequenced and managed, including regular O&M of the plant. You may also wish to include details of your managerial and technical staff, different contracts to be executed with other parties, types of goods and services to be procured, and measures to be taken to avoid breakdown in operations etc.
 - *Section 3. Business Plan:* Provide description of key elements of the business development plan. For example, within the context of existing water supply and demand analysis, what physical production and sales targets will be set? How these targets will grow over next five years? How you will introduce the product in the market in the presence of several other brands? Provide a brief analysis of costs and pricing scheme. Most importantly, outline the steps the company will take to implement the business plan.
 - *Section 4. Marketing and Sales promotion Strategy:* How you will differentiate the product under discussion from other brands in the market to capture larger market share. Provide listing of sales promotion activities and associated marketing budget.
 - *Section 5. Distribution Network and Logistics:* Provide details how the company will get the product from production plant to consumers (distribution channels). Will it be through the retail network or distribution agents or direct supply to consumers or e-marketing or any other method etc? How much volume will be handled under each method? What logistical arrangements will be made in support of each distribution channel, and specify company's capacities in making such arrangements?
 - *Section 6. Expectations from the Center:* The bidding company should highlight expectations in terms of technical and administrative support needed from the Center, if any, which would help this business venture grow.
 - *Section 7. Payment of Annual Fee:* The proposal should clearly mention the amount the MC would be willing to pay to the Center, annually. The fee will have two components:
 - (1) Fixed fee or rental fee for using the services and facilities, and
 - (2) Variable fee defined in terms of %age of the revenues generated.

8. Submission of Proposals

The procurement of said services will follow a single stage- two-envelop method. The Center reserves the right to reject any or all proposals and may cancel the tender process at any time prior to the acceptance of a proposal.

The proposals and cost data contained therein should remain valid for 90 days from the date of opening of proposal.

All prices should be quoted inclusive of all applicable duties and taxes.

Incomplete proposals will be rejected, and not considered for any further review.

Interested and eligible companies may submit their proposals in sealed envelope by close of business on 14-12-2021 at the following address.

Deputy Director (Procurement),
Mehran University of Engineering and Technology, Jamshoro,
Tel. No. 022-2772250 – 72 (Ext: 7515)
Email: nadeem.soomro@admin.muet.edu.pk

DEFINITIONS

Annexure	The term shall mean the annexure of this RFP.
Consortium	Where the interested Firm comprised of a group of firms/companies who have submitted RFP as per the requirements of this RFP, the Lead Firm shall represent and bind all Firms of the Consortium in all matters connected with the Project, including submission of RFP on behalf of the Consortium.
Due Date	14-12-2021 for submission of RFP to MUET or such later date as may be notified by MUET in writing through Press as well on websites of SPPRA.
Form	The term shall mean the form of this RFP
Lead Firm	If the Firm(s) are a Consortium or JV group then one of the firms shall be designated as the Lead firm in the RFP to perform a lead role who has been duly appointed by all Consortium firm(s) to submit and sign on their behalf all documents required hereunder to bind the entire Consortium to the contents thereof.
Power of Attorney	The Power of Attorney to be provided by the prospective Firms / companies in the form prescribed as ANNEXURE to this RFP
MUET	Mehran University of Engineering & Technology.
Applications	The application and documents required to be submitted by the Prospective Firms / companies in terms of and in accordance with this RFP.
Contract Information Form	An application duly executed by the authorized representative of the Prospective Bidder/ firms (or a Consortium, represented of the Lead Member) in the form attached hereto as Form -1 (Information Form) .
Prospective bidder	A firm / company or consortium that submits the Application in response to this RFP
HEI	Higher Education Institute
RFP	Request for Proposals

- **Objective (“Services”)**

MUET intends to execute the Management Contract for the Production, Sales & Marketing of Safe Drinking Water (Aab-e-Mehran) for three (03) years (up to 31st December, 2024) by keeping in view the capability of the firm to handle projects of specific worth.

The MC will be responsible for managing all operations ranging from production to sale of safe drinking water to consumers. This will entail the following, among other things:

- Making operational decisions necessary for smooth running of the business
- Regular O&M of the plant
- Market study and analysis
- Procurement of goods and services, including dispensable water bottles and water treatment chemicals
- Recruitment and placement of staff
- Maintenance of offices and facilities
- Design and implementation of sales promotion campaign
- Logistical arrangements to support different distribution channels
- Purchasing of raw water and other services from the Center on actual-cost basis
- Water quality management (see section 6 below)

The Center will be responsible for the following.

- Setting water quality standards and guidelines (see section 6 below)
- Monitoring water quality throughout the production and distribution chain & Analysis of cost will be borne by the MC.
- Provision of raw water and other utilities to company on actual-cost basis
- Provide all manuals, spare parts list, data books, drawings and other documentation received from the Plant’s manufacturer, including technical specification of other on-site facilities

At the outset, MUET intends to execute the management contract with the companies / firms who will submit RFP/applications as per provisions of this RFP. All RFP/applications will be considered on the basis of pre-defined evaluation criteria given hereunder. Only qualified firm / company (s) will take part in the further process for providing services for the said purpose.

- **Prospective Bidders / firms**

This RFP is addressed to all persons having requested it in accordance with the Expression of Interest published in print media and on the MUET websites www.mueta.edu.pk/tender-notice and SPPRA website <https://ppms.pprasinah.gov.pk/PPMS/>

- **General Instructions**

- i. The interested Firm / company and its associate (if any) must submit complete information as per RFP to MUET by the Due Date. RFP received after due date or incomplete as per the RFP requirement will be rejected.
- ii. It will be the responsibility of the Firm / Company to ensure the timely delivery of the documents to MUET.
- iii. If the Firms / Companies are a consortium/joint venture (JV), there must be a Lead Firm appointed through a Power of Attorney executed by all other firms included in the Consortium but such Consortium is limited to maximum of 3 firms only.
- iv. Annual Audited statements of Accounts of the firm/JV from recognized Chartered Accountant for the last three years must be attached.
- v. The Firm and its associate if any must be registered with Income Tax & other Tax agencies authorities and a copy of National Tax Number must be submitted with RFP.
- vi. The firms/JV must submit the information as per prescribed format of specific forms annexed with this RFP. The achievements/claims must be supported the relevant documents.
- vii. Photographs of the similar & general work experience Projects are also required to be submitted with the RFP.
- viii. MUET will evaluate the RFP as per evaluation criteria provided hereunder and will prepare a list of the qualified firms as per SPPRA Rules 2010 (Amended 2019). Request for Proposal (RFP) shall only be issued to the interested firms upon requirement.
- ix. Qualifying marks shall be 70%.
- x. MUET will not reimburse any cost or expenses incurred in connection with the preparation or delivery of the RFP or visits to any office.
- xi. MUET shall be under no obligation to return any RFP or supporting materials submitted by the Firm / company.
- xii. Core technical staff of the Firm / Company must have valid certificates.

- **Eligibility Requirements**

Availability of following documents in the RFP/Application shall be checked to shortlist the firms:

- i. Documents to substantiate the forming of JV/Association as per guidelines of the governing bodies, if any.
- ii. National Tax Number of consultant(s).
- iii. Audited Statements of Accounts and Annual Turnover for the last three years.
- iv. The firms / companies will provide the information in transmittal **Form-1**
- v. A similar assignments which are completed by the Firm/Joint Venture partners in the last Five years will be considered for the purpose of Specific Experience. This information shall be provided as per forms (**Form-2 & Form-3**) along with verification documents (Work Order /Contract Agreement Copy mentioning the Project details and client's completion certificate).
- vi. MUET may acquire the information regarding the services provided by the firm / company to large organizations / HEI's, which are not mentioned in the proposal. This information may be used and considered for the purpose of technical evaluation of the firm.
- vii. MUET has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback no weightage/credit will be given for that assignment. In case of negative feedback from 2 or more clients, MUET has the right to disqualify the firm/JV.
- viii. List of professional staff along (on **Form-4**) with CVs of relevant core staff working with the firm for the last 6 months showing project wise experience with exact time duration for each project as per **Form-5**.
- ix. A certificate / affidavit that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.

- **Compliance Documents**

The Compliance Documents referred to below, duly completed, accompanied with supporting documentary evidence shall be submitted by Firm(s) as part of the RFP/application as per sequence given below:

SN	Description	Form Type
1	Transmittal Letter	Form-1
2	Registration of Firm with any Professional Body	
3	National Tax Number (Certificate)	
4	Audited Statement of Account and Turnover (Last 3 Years)	
5	Summary of Similar Projects completed by firm / JV	Form-2
6	Detail of Similar Project Executed by the Firm/JV	Form-3
7	Summary of Professional Staff working with Firm for the last 6 months	Form-4
8	Power of Attorney in case of Consortium/JV)	Form-6
9	Photographs of the Projects	
10	Forming of Consortium Document (MOU or Agreement)	
11	List of projects jointly completed by the firms in case of a JV (if any)	
12	Affidavit that firm is not blacklisted	
13	Detail of any arbitration / litigation with any client/employer	

- **Submission of RFP**

Timing, Number of Copies and Filing Requirements

Consulting Firm must submit ONE original and ONE copy of its RFP/application on the Due Date & Time to MUET at the following address:

**Deputy Director (Procurement)
Directorate of Works & Strategic Planning,
MUET, Jamshoro.**

Sealing and Marking of RFP

In order to avoid the possibility of losing the contents of RFP due to a rupture, all the RFP should be enclosed in a sealed envelope which itself should be enclosed in another envelope. Both the inner and outer envelopes must be marked with the full address as shown above and also be labelled as follows:

RFP for Leasing / Management Contract for the Production, Sales and Marketing of Safe Drinking Water (Aab-e-Mehran), at MUET, Jamshoro.

Firm Name and contact person:

Address:

Telephone Number:

Fax Number:

Additional Information/Queries

Additional information/queries (if required) regarding the submission of RFP can be obtained from:

Deputy Director (Procurement)
Directorate of Works & Strategic Planning,
MUET, Jamshoro.
Contact No. +92-333-2791924
Email: nadeem.soomro@admin.muet.edu.pk

• Material Change

Interested Firm / company must immediately report to MUET in writing any material change in the information provided in their RFP (including any information relevant to any Consortium Firm joint venture). The determination of material change shall be in MUET's sole and exclusive discretion. Any failure to report such material change shall constitute grounds for disqualification.

• Evaluation Criteria

There are three essential elements for judging the capability of any firm to perform credibly on a given project. These are its executed projects/physical presence in the region, its previous experience on similar projects and its professional staff having the specific expertise to meet its obligations during the assignment. The weight-age of the respective component shall be as under;

SN	Criteria	Weightage
1	Presence of the Firm/JV in the Region	10 points
	Registered Office of the Firm/JV	5 points
	Similar Projects completed	5 points
2	Experience of the Firm/JV	60 points
	Similar projects Completed	70% of 60 points (42 points)
	Similar Projects in hand	30% of 60 points (18 points)
3	Quality of Core Team of the Firm/JV (For execution of the Management Contract for the Production, Sales and Marketing of Safe Drinking Water (Aab-e-Mehran))	30 points
	Total	100 points

The qualifying marks shall be 70 %.

- **Interpretation & Final Determination**

The interpretation and final determination of any matter relating to the RFP and all enclosed Documents, Sections, Annexure, Compliance Documents etc. as well as any additional or supplementary information required by MUET, will be at MUET's sole discretion which shall be final and binding on the Firms / Companies.

Transmittal letter

Deputy Director (Procurement)
 Directorate of Works & Strategic Planning,
 MUET, Jamshoro.

Subject: **Management Contract for the Production, Sales and Marketing of Safe Drinking Water (Aab-e-Mehran) at MUET, Jamshoro**

INFORMATION FORM

1. Name of Firm [Lead partner if association]
 - Address
 - Telephone No(s)
 - Fax Number
 - E-mail Address
 - Registration No. with any Professional Body along with Registered Office Address.
 - Year of Establishment of Company
2. Description of firm / company (ownership/organization)
3. Regional Registered Offices other than Head Office :
4. Experience (Number of Years)
 - Local/national experience:
5. Name(s) and Address (es) of Associates, if a JV; their short description and description of their role in the JV/Association.
6. Experience of the Firms (on appended forms) during the past 05 years:
 - Specific: (Projects of similar magnitude and complexity)
7. Organization chart showing Firm's structure.
8. Capital of Firm / Company (Audited Financial Statements for the latest three years).

- Subsidiaries and associates.
 - Annual fees in the last three years in current index.
 - Financial reference [name/address of bank(s)]
9. Professional staff available for the assignment on the appended format.
10. Additional information.

Yours truly,

Name of Authorized Representative

Position:

Date:

Summary of similar assignments

Form-2

List of similar assignments which are completed by the Firm/Joint Venture partners.

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start and end dates)	Completed as: (Single Firm or JV)	Total Cost of Services (m. Rs.)	Cost of services Provided by the Firm (in case of JV)	Scope of Services	Additional Information (if any)

MUET has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback no weightage/credit will be given for that assignment. In case of negative feedback from 2 or more clients, MUET has the right to disqualify the consulting firm/JV.

**DETAIL EXPERIENCE OF FIRM / COMPANY
(Similar Projects)**

1. Name of Assignment :
2. Country :
3. Name of Client :
4. Address :
5. Start Date : Month/Year
6. Completion Date : Month/Year
7. Professional Staff Provided :
8. No. of Staff :
9. No. of Staff Months :
10. Approx. Value of Services :
11. Name of Other JV Firms :
(If any)
12. No. of Staff/Staff Months
Provided by the JV partner(s) :
13. Name/Position of Key Staff :
14. Description of Project :
15. Description of Services
Provided by the Firm :

Summary of Proposed key Professionals		Name of Firm =		Form-4			
S.No	Description						
		Name	Name	Name	Name	Name	Name
A	Academic & General Qualification						
	a. Bachelors (Specific Discipline)	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
	b. Masters (Specific Discipline)	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
B	Professional Exp. Related to Assignment						
B-1	Specific						
	a. Experience in Lead Position	Yrs	Yrs	Yrs	Yrs	N/A	N/A
	b. Experience as senior professional	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs
	c. Experience as Junior Professional	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs
B-2	General Experience	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs

Power of Attorney

[IMPORTANT NOTICE: Power of Attorney to be printed on stamp paper signed and notarized. In the case of a Pakistani Attorney, a copy of his national identity card ("CNIC") should be attached with the Power of Attorney. In the case of a non-Pakistani Attorney, a copy of his passport should be attached.]

Instructions for Firm / Company

If the interested Firms are a Consortium each firm of the Consortium (other than the Lead firm) shall furnish a Power of Attorney authorizing the Lead firm and on their behalf.

KNOW BY ALL MEAN THAT by this Power of Attorney ("**Power of Attorney**"), _____
[Insert name of Consortium firm] having its registered office at [-----], does hereby nominate, appoint and authorize _____ [the Lead Firm] having its registered Head Office at [-----] hereinafter referred to as the

"Attorney", to:

- i. sign and submit to MUET , or its authorized nominee the RFP and all other documents and instruments required to submit RFP for Management Contract for the Production, Sales and Marketing of Safe Drinking Water (Aab-e-Mehran);
- ii. execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii. do and carry out all other actions as may be required by MUET in connection with the Management Contract for the Production, Sales and Marketing of Safe Drinking Water (Aab-e-Mehran)
- iv. to immediately notify MUET in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.

_____ [Insert name of Consortium Firm] does hereby ratify and confirm whatever the Attorney shall do by virtue of these present.

WITNESSES:

[INSERT NAME OF GRANTOR]

1. _____

For:

2. _____

By: _____

Its:

NOTARY PUBLIC:

**AGREEMENT OF LEASE IN RESPECT
OF
MANAGEMENT CONTRACT FOR PRODUCTION, SALES AND
MARKETING OF SAFE DRINKING WATER (AAB-E-MEHRAN)**

Entered into between

**US-PAKISTAN CENTER FOR ADVANCED STUDIES IN WATER
(USPCAS-W) MUET, JAMSHORO**

And

[_____]

THIS LEASE is made on the [_____]

BETWEEN

- (1) [US-Pakistan Center for Advance Studies in Water (USPCAS-W) MUET, Jamshoro] (the "**Lessor**" which expression shall include successors and permitted assigns); and
- (2) [_____] whose registered office is at [_____] (the "**Lessee**" which expression shall include successors and permitted assigns).

WHEREBY IT HAS BEEN AGREED AND IS RECORDED AS FOLLOWS:

1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof. Unless a contrary intention clearly appears –

- a. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –
- i. "Concession Area" means the Concession Area as defined in the Contract;
 - ii. "Concession" means the Concession for the maintenance operation, management of the Production, Sales and Marketing of Safe Drinking Water (Aab-e-Mehran) and the Works within the Concession Area;
 - iii. "Contract" means the agreement to be entered into between the lessor and the lessee to which this lease is annexed marked **Annexure [__]**;
 - iv. "Effective Date" means the same day as the Effective Date of the Contract;
 - 1. "RO plant for supplying safe drinking water" means the existing movable RO plant for supplying safe drinking (Aab-Mehran) currently owned by the lessor which are presently use by the lessor in the production of Safe Drinking Water (Aab-Mehran) within the Concession Area reflected in the moveable asset schedule annexed hereto marked Schedule [____].
 - v. "lessor" means [US-Pakistan Center for Advanced Studies in Water (USPCAS-W) MUET, Jamshoro] and / or its legal successors in title;
 - vi. "lessee" means [____], a private limited company incorporated and registered in accordance with [____], and its legal successors and assigns as permitted by the lessor;
 - vii. "Parties" means the lessor and the lessee;
 - viii. "schedule" means the schedule annexed hereto marked **Schedule [__]**.
- b. any reference in this agreement to "date of signature hereof" shall be read as meaning a reference to the date of the last signature of the Contract;
- c. any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- d. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the agreement;
- e. when any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

- f. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- g. expressions defined in this agreement shall bear the same meanings in schedules or annexures to this agreement which do not themselves contain their own definitions;
- h. the use of any expression in this agreement covering a process available under [country] law such as, but without limitation to, a winding-up shall, if any of the Parties to this agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such defined jurisdiction;
- i. where any term is defined within the context of any particular clause in this agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that that term has not been defined in this interpretation clause; and
- j. the expiration or termination of this agreement shall not affect such of the provisions of this agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- k. in the event of any conflict or ambiguity between the provisions of the Contract and this Lease Agreement, the provisions of the Contract shall govern the interpretation of this Lease Agreement.

2. CONDITION PRECEDENT

This Lease Agreement shall be subject to the conclusion of the Contract and it becoming unconditional due to the fulfilment of any conditions precedent contained therein.

3. ASSETS

The lessor hereby lets to the lessee, which hereby hires the RO plant for supplying safe drinking water subject to the terms and conditions set out hereunder.

4. DELIVERY

The lessor shall deliver and the lessee shall take delivery of the RO plant for supplying safe drinking water on the Effective Date in the manner envisaged in the Contract.

5. PERIOD OF LEASE

This lease shall commence on the _____ and shall continue for the duration of the Contract unless the Contract is terminated pursuant to its terms whereupon this lease shall also terminate.

6. RENTAL

- a. The rental payable by the lessee to the lessor for the first ____ years of this Agreement shall be an amount of Rs. _____ per year exclusive of value added tax which tax shall be payable thereon by the lessee at the prevailing rate from time to time.
- b. On the effluxation of the __ (____) year period referred to in 6 (a), the rental payable exclusive of Service Tax shall be reduced to Rs. _____ per year payable annually in advance.
- c. All amounts payable by the lessee to the lessor in terms of this agreement shall be paid in Pak Rupees, at the address appointed by the lessor in terms of clause [____] or at such other place as the lessor may appoint from time to time by written notice direct in the manner set out in the Contract.

7. CONDITION OF RO PLANT FOR SUPPLYING SAFE DRINKING WATER

- a. The lessee hires the RO plant for supplying safe drinking water on the basis that same are leased on an as is basis and in the condition in which they are delivered to the lessee at the _____ and the lessor gives no representation or warranty as to the nature, condition, fitness for purpose, merchantability or suitability of the RO plant for supplying safe drinking water.
- b. The lessee shall not be entitled to cancel this lease or withhold, defer or reduce any rental or other amount payable by it in terms hereof by reason of any defect or deficiency in or damage to the RO plant for supplying safe drinking water save as may be provided for in the Contract.

8. OWNERSHIP

- a. Ownership of the RO plant for supplying safe drinking water shall at all times remain vested in the lessor and neither the lessee nor any person on its behalf shall at any stage before or after the expiry of this lease or the termination of the Contract become the owner of the RO plant for supplying safe drinking water or be entitled to retain the possession, use or enjoyment of such RO plant for supplying safe drinking water.
- b. The lessee shall not in any way deal with the RO plant for supplying safe drinking water , and in particular but without limiting the generality of the foregoing, shall not sell, offer for sale, pledge, sublet, lend or part with possession with the RO plant for supplying safe drinking water .
- c. The lessee shall keep the RO plant for supplying safe drinking water free from any lien, charge or encumbrance and shall not permit any other person to acquire any right in or to the RO plant for supplying safe drinking water.

9. RISK

- a. Risk in and to the RO plant for supplying safe drinking water shall pass to the lessee upon the _____ or upon delivery of the RO plant for supplying safe drinking water whichever is the later, and shall remain on the lessee until such time as the RO plant for supplying safe drinking water are returned to the lessor.
- b. If the RO plant for supplying safe drinking water or any portion thereof are lost, damaged or destroyed, the lessee shall forthwith
 - i. give the lessor written notice thereof;
 - ii. comply with the provisions of any insurance policy applicable to the RO plant for supplying safe drinking water so as to ensure that payment of due compensation is made by the insurer;
 - iii. comply duly and timeously with the provisions of the insurance provisions of the Contract.

10. USE OF THE RO PLANT FOR SUPPLYING SAFE DRINKING WATER

The use of the RO plant for supplying safe drinking water shall be governed by the terms and conditions of the Contract.

11. RESPONSIBILITY FOR ELECTRICAL INSTALLATIONS

- a. The lessee agrees that it shall be responsible for –
 - i. the safety, safe use and maintenance of the electrical installations of the RO plant for supplying safe drinking water ;
 - ii. the safety of the conductors connecting the electrical installations to the point of Supply.

- b. The lessee, to the extent that it fails to comply with the foregoing obligations and as a result the lessor incurs any liability, indemnifies the lessor against all claims, damages or losses of any nature whatsoever which the lessor may sustain as result thereof.

12. INSTALLATIONS AND REMOVAL OF RO PLANT FOR SUPPLYING SAFE DRINKING WATER

- a. Insofar as the RO plant for supplying safe drinking water comprise machinery, plant or equipment, the lessee shall be solely responsible for –
 - i. the installation and/or commissioning thereof, which installation and/or commissioning shall be carried out by the manufacturer or supplier of the RO plant for supplying safe drinking water or such qualified persons as the manufacturer or supplier may recommend or approve and in accordance with any directions and/or specifications of the manufacturer or supplier in connection therewith;
 - ii. the removal of the RO plant for supplying safe drinking water to any other place;
 - iii. the making good of any damage to any such premises caused by the installation and/or removal of the RO plant for supplying safe drinking water ;
 - iv. ensuring that the premises are suitable in every respect for the installation and operation of the RO plant for supplying safe drinking water ;
- b. The Lessee shall not otherwise than as provided for in the Contract –
 - i. cede or assign or mortgage or pledge any of its rights under this lease; nor
 - ii. sublet the RO plant for supplying safe drinking water or any part thereof; nor
 - iii. place anyone else in occupation of the RO plant for supplying safe drinking water or any part thereof,

on any conditions whatsoever or for any reason whatsoever, without the lessor's prior written consent which, in the case of subletting, shall not be unreasonable withheld.

13. MAINTENANCE AND REPAIR

- a. The lessee shall at its own expense –
 - i. have the RO plant for supplying safe drinking water properly and regularly serviced, repaired and maintained in accordance with the provisions of the Contract and the recommendations of the manufacturer and/or supplier and the requirements of any applicable law;
 - ii. ensure that all replacement parts used in the maintenance and repair of the RO plant for supplying safe drinking water shall be in strict accordance with the specifications of the manufacturer and/or supplied of the RO plant for supplying safe drinking water and such parts shall be deemed to have acceded to the RO plant for supplying safe drinking water and to have become the property of the lessor, and the lessee shall have no claim against the lessor in respect thereof.
- b. Should any of the RO plant for supplying safe drinking water be covered by the provisions of any insurance policy taken out by the lessee in accordance with the provisions of clause 11, the lessor shall reimburse the lessee with the cost thereof, but only to the extent that such costs are recoverable by the lessor under such insurance policy. Such reimbursement shall be made as soon as the necessary restoration and/or repair has been completed to the satisfaction of the lessor and after the lessor shall have received payment in respect thereof from the insurer.
- c. Nothing herein contained shall preclude the lessee from exercising any right which the lessor may have against any manufacturer and/or supplier of the RO plant for supplying safe drinking water in terms of any warranty given by such manufacturer and/or supplier in

respect thereof, and the lessor hereby cedes to the lessee its rights under all such warranties, if any, on the basis that upon the expiration or earlier termination of this Lease Agreement all such rights as are still enforceable thereunder shall *ipso facto* revert to the lessor. The lessor shall not be liable to the lessee nor any failure or refusal on the part of a manufacturer or supplier to fulfil the terms of any such warranty, in whole or in part.

14. INDEMNITY

The lessee hereby indemnifies and holds the lessor harmless against all damage, loss, injury, claims, fines or penalties of whatsoever nature and howsoever arising which may be suffered by or instituted against or imposed on the lessor in respect of or in connection with the RO plant for supplying safe drinking water or the use, possession or enjoyment thereof by the lessee.

15. PREMISES

- a. notify the lessor in writing of the name and address of the owner, landlord, mortgagee and occupier (if the occupier is not the lessee) of the premises upon which the RO plant for supplying safe drinking water will be kept or installed or stored and shall further notify such owner, landlord, mortgagee and occupier by prepaid registered post of the lessor rights or ownership in and to the RO plant for supplying safe drinking water ;
- b. promptly notify the lessor of any change in the lessee's business or residential address;
- c. promptly notify the lessor of any changes that may occur from time to time in the identity or address of the owner, landlord, mortgagee or occupier of the premises on which the RO plant for supplying safe drinking water are kept or installed or stored for the time being, and shall notify each new landlord, owner, mortgagee or occupier such premises of the lessor's ownership of the RO plant for supplying safe drinking water.

The lessor shall be entitled, but not obliged to give notice on behalf of the lessee to any person to whom the lessee is required to give notice in terms hereof.

16. MOVEMENT OF RO PLANT FOR SUPPLYING SAFE DRINKING WATER

In respect of any other RO plant for supplying safe drinking water, the lessee shall not without the prior written consent thereto of the lessor remove or keep the RO plant for supplying safe drinking water or permit or allow the RO plant for supplying safe drinking water to be so removed or kept outside of the boundaries of the jurisdiction of the Concession Area.

17. BREACH

It is recorded that the Parties rights and remedies in respect of any breach of this Lease Agreement shall be governed by the provisions of the Contract.

18. CESSION

- a. Save as provided for in the Contract, the lessee shall not cede any of its rights nor delegate any of its obligations under this Lease Agreement to any third Party nor shall the lessee enter into any sublease of the RO plant for supplying safe drinking water without the prior written consent thereto of the lessor.
- b. The lessor shall not, save as provided for in the Contract, be entitled to cede all or any of the lessor's rights hereunder including its rights of ownership in the RO plant for supplying safe drinking water or any of them,
- c. In the event of the lessor ceding its rights hereunder, any reference in this Lease Agreement to the lessor shall, unless the context otherwise indicates, be construed as a reference to the cessionary to whom the lessor's rights shall have been ceded in terms hereof.

19. **SPECIAL PROVISIONS IN RESPECT OF VEHICLES**

- a. The lessee shall insure the vehicle/s at its own cost and in its own name in terms of the Compulsory Motor Vehicle Insurance Act, 1972, as amended, and shall comply with the provisions of the said Act and all regulations made under that Act and shall on demand exhibit that declaration of insurance to the lessor.
- b. The lessee shall observe all restrictions on the use of the vehicle/s in a roadworthy condition and when obliged under this Lease Agreement to return the vehicle/s to the lessor, shall return the vehicle/s in a roadworthy and undamaged condition and accompanied by a roadworthy certificate normal wear and tear expected.
- c. The lessee agrees to bear the expense of maintaining and servicing the vehicle/s, including the replacement of worn and defective parts, and of all repairs necessary to keep the said vehicle/s in proper working order at all times during the currency of this Lease Agreement normal wear and tear excepted.
- d. The lessee shall not permit the vehicles to be driven by an unlicensed person or any person precluded from doing so in terms of any insurance policy on the vehicle/s.

20. **NOTICES**

- a. All notices and other communications under this Agreement to any party to this Agreement shall be deemed to be duly given or made when given in writing and: -
 - i. when delivered in the case of personal delivery or post; or
 - ii. when despatched in the case of telex (provided the relevant answer back is received); or
 - iii. when received in the case of facsimile,
 - iv. in each case to such party addressed to it at the address given below or at such address as such party may after the date of this agreement specify in writing for such purpose to the other parties to this agreement by notice in writing.

the Lessor:

Lessee

- b. A written notice includes a notice by facsimile provided that a copy by way of confirmation is also delivered by personal delivery or post.
- c. A notice or other communication received on a non-working day or after business hours in the place of receipt shall be deemed to be served on the next following working day in such place.

21. WHOLE AGREEMENT, NO AMENDMENT

- a. This agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.
- b. No amendment or consensual cancellation of this agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- c. No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any Party in respect of its rights under this agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this agreement.
- d. To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Contract and/or whether it was negligent or not.

SIGNED by the Parties and witnessed on the following dates and at the following places respectively:

Date: _____

Place: _____

WITNESSES:

Lessor _____ **Lessee** _____

Witness No. 1:

Signature: _____

Name: _____

Designation: _____

Witness No. 1:

Signature: _____

Name: _____

Designation: _____

Witness No. 2:

Signature: _____

Name: _____

Designation: _____

Witness No. 2:

Signature: _____

Name: _____

Designation: _____

MEHRAN UNIVERSITY OF ENGINEERING & TECHNOLOGY, JAMSHORO

SCHEDULE - B

SUBJECT: Leasing / Management Contract for the Production, Sales & Marketing of Safe Drinking Water (Aab-e-Mehran), MUET, Jamshoro.

S.#	Item	Qty	Rate	Unit	Amount
PART – I: PRODUCTION OF SAFE DRINKING WATER (AAB-E-MEHRAN)					
1.	Production of Safe Drinking Water Approx: 20,000 Galons Extendable upto 30,000 galons 0.33 Liter Bottle 0.5 Liter Bottle 1 Liter Bottle 1.5 Liter Bottle 5 Liter Bottle 19 Liter Bottle	1		Job	
PART – II: SALES OF MARKETING OF SAFE DRINKING WATER (AAB-E-MEHRAN)					
2.	Sales & marketing of Safe Drinking Water 0.33 Liter Bottle 0.5 Liter Bottle 1 Liter Bottle 1.5 Liter Bottle 5 Liter Bottle 19 Liter Bottle	1		Job	
PART – III: LEASING / RENT OF R.O PLANT FOR THREE (03) YEARS					
3.	Per Month Rate inclusive of all taxes. Water & Electricity Charges etc	1		Per month	

Note: Interested firms can submit proposals for Parts – I, II or III.

Deputy Director (Procurement)

Contractor

(INTEGRITY PACT)**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS.**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: **Leasing / Management Contract for the Production, Sales & Marketing of Safe Drinking Water (Aab-e-Mehran), MUET, Jamshoro.**

M/s _____ hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/ Contractor/ Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

.....
Deputy Director (Procurement)

(Contractor)